

Argonne Henderson

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AMENDMENT TO OIL, GAS AND MINERAL LEASE

STATE OF TEXAS }

COUNTY OF TARRANT }

L0217836

This Amendment to Oil, Gas and Mineral Lease ("Amendment") amends that certain Oil, Gas and Mineral Lease wherein, TXU Mineral Development Company I LP, as Lessor, and Chesapeake Exploration Limited Partnership (now called Chesapeake Exploration, LLC), as Lessee, entered into that certain Oil, Gas and Mineral Lease dated February 27, 2007, which is recorded at D207104378 of the Official Public Records, Tarrant County, Texas, covering 30.44 acres, more or less, out of the James F. Redding Survey, A-1302 and being in Tarrant County, Texas ("Land" or "Lease"); said land being more fully described in said Lease and Reference Deed, reference to said Lease and to the record thereof being here made for all purposes.

WHEREAS Luminant Mineral Development Company, LLC successor to TXU Mineral Development Company I, LP ("Luminant") whose address is 1601 Bryan Street, Dallas, Texas, 75201, Lessor and Chesapeake Exploration, LLC ("Chesapeake"), whose address is 6100 N. Western Avenue, Oklahoma City, Oklahoma, 73118, as the successor in interest to Lessee, desire to amend the Lease as follows:

WHEREAS, Paragraph 15 of the Lease reads, in part, as follows:

"...Lessee may pool or unitize any Tract or Tracts in a unit with other acreage not covered by this Lease, provided however, that no Tract may be pooled or unitized by Lessee unless the entirety of such Tract is included in the unit so created."

WHEREAS, it is the desire of the above parties to delete this portion of Paragraph 15, it is also the desire of the parties that the remaining portions of this paragraph remain in full force and effect;

WHEREAS, Paragraph 16 of the Lease reads, in part, as follows:

"At the end of the Primary Term, (if this Lease is maintained in effect at the expiration of the Primary Term), Lessee must commence a continuous development program with respect to any Tracts not included in pooled units as of such date. The term "continuous development program" means that not more than 180 days may elapse between the filing of any two unit declarations covering Tracts covered hereby, until all Tracts are included in pooled units. If more than 180 days elapses between the filing of unit declarations covering Tracts, this Lease will terminate as to all Tracts not then included in pooled units on which a producing well exists..."

WHEREAS, it is the desire of the above parties to delete this portion of Paragraph 16, it is also the desire of the parties that the remaining portions of this paragraph remain in full force and effect;

THEREFORE, in consideration of Ten Dollars (\$10.00), and other good and valuable consideration in hand paid by the Lessee or its assigns, the receipt and sufficiency of which are hereby acknowledged, the undersigned do hereby amend the Lease by deleting such portions of Paragraphs 15 and 16 of the Lease as above stated.

AND, for the same consideration recited above, I, or we, the undersigned, jointly and severally, do hereby, adopt, ratify and confirm the Lease, and all of its provisions, except as herein modified and amended, and do hereby grant, lease, and let, to the Lessee therein or its successors and assigns, any and all interest which I, or we, now have, or may hereafter acquire, either by conveyance, devise, inheritance, or operation of law, and whether, vested, expectant, contingent or future, in and to the lands described therein, in accordance with each and all of the provisions contained in the Lease and as amended hereby, and the undersigned hereby declare that the Lease and all of its provisions are binding on the undersigned and is a valid and subsisting Oil, Gas and Mineral Lease and this Amendment shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of each of the undersigned.

Executed as of the latest acknowledgement below, however effective as of the 10th day of December, 2008.

Lessor:

Luminant Mineral Development Company LLC

By: [Signature]
Brett Wiggs, Authorized Representative

Lessee:

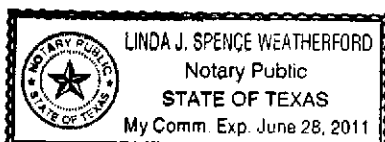
Chesapeake Exploration, LLC
an Oklahoma limited liability company

By: [Signature] JA
Henry J. Hood, Senior Vice President
Land and Legal & General Counsel

ACKNOWLEDGMENTS

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 8th day of December, 2008, by Brett Wiggs, Authorized Representative of Luminant Mineral Development Company, LLC, a Limited Liability Company, on behalf of said Company and in the capacity herein stated.



[Signature]
Notary Public

STATE OF OKLAHOMA §
 §
COUNTY OF OKLAHOMA §

This instrument was acknowledged before me this 14th day of February 2008, by Henry J. Hood, Senior Vice President - Land and Legal & General Counsel of Chesapeake Exploration, LLC, an Oklahoma limited liability company, on behalf of said limited liability company.



Debbie F. Allen
Notary Public

Record & Return to:
Chesapeake Operating, Inc.
P.O. Box 18496
Oklahoma City, OK 73154